

HOW IT WORKS

A Striking Instance of Special Service—The Tribune Bureau of Investigations Secures a Refund and Assists an Advertiser.

By SAMUEL HOPKINS ADAMS.

Frequently in conversation one of our friends asks: "What actually happens when a person sends a complaint to The Tribune—what are the steps, how does it work?" Actual instances—and their sequels—mean more than generalities. They visualize the Money-Back Guarantee. Our friends invariably say: "Why don't you print these details?" So we thought we would. And, from time to time, we shall.

It goes without saying that The Tribune does not guarantee advertisements outside of its own columns. Sometimes, however, this paper is able, through its Bureau of Investigations, to obtain justice for persons who have been "stung" by advertisers in other mediums. To obtain such results is always a special satisfaction to The Tribune. It should also be particularly satisfactory to the paper carrying the unguaranteed advertisements, since the interests of its readers are thereby protected without any trouble or expense to itself. The case which follows in detail exemplifies the risk involved in purchasing from advertisements in a paper which does not assume responsibility therefor.

In September an actress, whose mother is also in the theatrical profession, read in the Special Sunday Supplement of "The New York Times" an advertisement of Henna D'Oreal, manufactured by B. Paul, of 38 West Thirty-eighth Street. Because of the announcement in this medium, in which the daughter felt confidence, she urged that her mother, who for professional reasons found it necessary to resort to hair dye, try the preparation. B. Paul's literature makes these explicit statements:

"It is guaranteed to color gray, faded or bleached hair to its original or any desired shade, always producing beautiful, natural, lasting, uniform results. . . . Success guaranteed."

Nothing could be more definite, certainly. In order to insure proper application Mrs. R. went in person to B. Paul's shop, and paid him \$7 for the treatment, for which, she states, he guaranteed satisfaction. I quote from her daughter's letter of complaint, written to The Tribune, as to the sequel:

"The result has been most disappointing; her hair is obviously, even to the unsophisticated, dyed, and of many different shades. He says that he can do nothing but bleach it, which would turn it red—instead of the natural color, a medium brown. He refuses to return any or all of the money, though admitting the wretched work he did. We could ill afford the money, though that is nothing compared to the disappointment and embarrassment my mother must continue to suffer, how long we don't know."

The gist of this communication was forwarded to Mr. Paul, in a letter offering him opportunity of refuting the implied charge or explaining the transaction. He replied at once:

"New York Tribune: "Would be pleased to know why the inclosed letter is of any interest to you, as I have never used your paper for advertisements, which, it seems to me, you no doubt know. Respectfully,

"B. PAUL"

Yes; The Tribune did know, since Mr. Paul's advertising was offered to it and rejected as being of a class unsuitable to its policy.

But where Mr. Paul made his mistake was in assuming that advertising matter is no concern of The Tribune's unless it appears in The Tribune's columns. That would be to reduce one phase of the Bureau of Investigations' work to a practical nullity. For his information and that of others who may misconstrue the scope and purpose of the Bureau I will state with explicitness that all advertising of merchandise is within the province of investigation which The Tribune has made its own, and that neither within nor without The Tribune's columns is exemption to be found.

Upon receipt of Mr. Paul's reply another letter was sent to him explaining The Tribune's position and interest in the matter and assuring him that it was a spirit of justice to both sides which had inspired the laying of the matter before him. No response was made to this. Several attempts were then made to get directly in touch with Mr. Paul, but these were frustrated by one of his employees, presumably the one who wrote the letter for him. In justice to Mr. Paul it should be stated that he is a Frenchman and seems to have, at times, some difficulty in dealing with the English language.

Meantime Miss R. had written to "The New York Times," calling attention to the advertisement in the Sunday supplement and detailing her mother's unfortunate experience. Up to date she has received a courteous acknowledgment of her letter, stating that the matter would be investigated—and nothing more.

In this The Times' position is correct and logical. Indeed, even the offer to investigate may be regarded as a concession not required by its policy. For "The Times" does not guarantee its advertisements. Therefore its readers have no recourse from it if they suffer through placing credence in its paid columns. Nor have they the right to expect it to stand back of the good faith of its advertisers, since it publishes no such undertaking.

Failing to secure an appointment by phone with Mr. Paul, a Tribune investigator called at his office and, after some interposed difficulties, saw him. His version of the unsatisfactory result did not differ widely from that embodied in the complaint to The Tribune. He would have refunded the money, he said, if Mrs. R.'s daughter had not been "saucy." This, by the way, is a familiar defence of the advertiser brought to book by a customer for misrepresentation. He finds the complainant "impertinent" or doesn't "like his manner," and so saves his own conscience and keeps the money. Mr. Paul further said that he had not guaranteed to do anything in particular and that, anyway, it was only a verbal guarantee.

"But this is not verbal," suggested the investigator, showing the "Success guaranteed" line in the circular.

Mr. Paul took it under consideration and finally expressed the opinion that it didn't amount to anything. However, upon learning that the investigator was going to see Mrs. R., he asked him to return to the shop after seeing her.

The Bureau man's call upon Mrs. R. was sufficient support of her complaint as to the botchy nature of the job upon her hair. He then returned to Mr. Paul's place, where he found the dyer still inclined to be obstinate and to deny responsibility for the results. The caller then pressed him upon the point of his comprehensive guarantee in print, and after an extended discussion he agreed to send a check to The Tribune for Mrs. R. He also expressed his intention of destroying the circulars which he had been issuing and replacing them with a reprint from which the guarantee will be omitted. As a matter of fact, no hair dye is sure and unvarying in its action, and any dealer who undertakes to guarantee a preparation of this nature is merely preparing trouble for himself. Therefore Mr. Paul comes out of the transaction not without some profit.

Mrs. R. has her money back, though not the color of her hair. Miss R., whose appeal to The Tribune brought about this partly satisfactory result, puts this pertinent question regarding "The Times" in one of her letters:

"Are the other people who advertise there equally unreliable? I thought perhaps you could, by a little publicity, save many others like ourselves of too great credulity."

That is the purpose of this article and, indeed, one of the main purposes of the Bureau of Investigations, to save the public from the losses which overcredulity entails, to point out the distinction between the fair and the unfair in paid print and thereby to re-establish confidence in advertising in general.

It must not be harshly assumed that B. Paul is, on the whole, unreliable or dishonest. He has made a bad mistake in attempting to guarantee a process which is inherently risky and uncertain, and a worse mistake in attempting to evade the responsibilities of his guarantee. But against his product or method, as such, I have nothing to say, provided he informs his patrons honestly of the unavoidable risk which it, in common with all its kind, involves. He has taken the first step in promising to abandon his guarantee.

As for "The Times," Miss R. would be ill-guided to generalize from one experience. The very great majority of its advertisers are honest and reliable. Not half a dozen papers in the country, probably, maintain a higher standard of advertising, and compared with such newspapers as "The Herald," "The World" or "The Journal" it fairly glows with virtue. Yet it still lacks the confidence in its own policies to stand back of its advertisers. It does not guarantee the wares which it sells.

Where there is no guarantee published the old motto "Caveat emptor" stands in invisible ink at the head of the column.

MRS. AL. DAVIS GETS DIVORCE TO-MORROW

Date Is One Eugenia Kelly Set for Marriage to Dancer.

Motion for a final decree in the divorce suit of Mrs. Al. Davis against Al Davis, the dancer, whose name has been linked with that of Miss Eugenia Kelly, will be made to-morrow before Justice Hendon. The three months in the granting of the interlocutory decree have elapsed, so the proceeding is merely a legal formality.

Miss Kelly has been evasive in her replies to questioners as to her intentions after Davis is fully freed. Once it was announced that the heiress, whose mother has been having much trouble in keeping her out of the family company, would marry him, on the day the final decree was signed, or as soon as possible thereafter. Later she said she had no intention of marrying Davis, "at least not just now."

Counsel for Davis said yesterday: "If Mr. Davis would marry Eugenia Kelly after the decree is obtained, he had not told me about his intentions." The decree will provide that the alimony must pay him \$250 a week. The alimony he shall be permitted to see his child once a week.

U. S. MAY CURB DISHONEST ADS

Chairman Davies and Chicago Publisher to Discuss Drafts of Federal Laws.

Washington, Nov. 13.—A conference on dishonest advertising, with a view to drafting laws which may correct the evil, will be held next week between Chairman Joseph E. Davies of the Federal Trade Commission, James Keeley, publisher of "The Chicago Herald," and Herbert S. Houston, secretary of the Associated Advertisers' Club of the World.

The conference grew out of the speech made at Chicago some weeks ago by Mr. Davies, in which he emphasized the moral wrong involved in dishonest advertising. He said that he was not only hostile to such advertising, but that it was one of the worst forms of unfair competition. Dishonest advertising, he said, injured not only the guilty man or firm, but reacted against innocent men and firms.

As an evidence that Washington business men are realizing the importance of honest advertising and are growing to understand just how they are injured by the Pinkstinks, the following advertisement appeared today in the Washington afternoon papers:

PUBLIC NOTICE.

TRUTH-IN-ADVERTISING. The Retail Merchants' Association announces to the public that it will be glad to receive and investigate complaints of false and misleading advertising appearing in any medium or form in the District of Columbia.

Complaints must be filed by letter only, and wherever possible, a copy of the false or misleading advertising statements complained of should be attached to and made a part of the letter.

Reliability is the watchword among the members of the Retail Merchants' Association, and this organization offers its machinery and influence to the end that at no time shall any one be imposed upon by the use of a false or misleading statement.

Complaints should be addressed to FALSE ADVERTISING COMMITTEE, Retail Merchants Association, Inc., 403 Star Building, Washington.

CITY MUST OBEY KEEP CLEAN EDICT

Emerson to Keep Sharp Eye on Subway, Public Buildings and Departments.

Pa Knickerbocker was notified yesterday by Health Commissioner Emerson that hereafter he will not make fish of Pa Knickerbocker and flesh of Pa's ordinary private citizens when it comes to enforcing the sanitary code. In a general order issued by the Commissioner, it is made plain that all the property maintained by the city under its many departments, especially of Corrections, Charities, Police, Fire, Parks and Public Works, will be as carefully scrutinized for violations of the code as any of the giant skyscrapers up and down the backbone of Manhattan or the uninviting small factories of the East Side.

This new treatment of Father Knickerbocker is the result of the regulations made almost a year ago by Frank Tannenbaum, the I. W. W. agitator, to Health Commissioner Goldwater regarding conditions on Blackwell's Island during his term there.

Commissioner Emerson has found that in almost all the cases where nuisances on city property are not abated, lack of funds is the general excuse. The budget, he says, makes practically no provision for incidents of this character.

"In no sense," says Commissioner Emerson regarding the issue of the general order relating to city property, "do I wish it to be understood that I am in any way to become the mentor of city departments. The work is going ahead with thorough co-operation between the department heads and myself. The Health Department is merely assuming its natural function of being the janitor of the city to the extent of keeping its traffic lanes, waterfront and city institutions in a sanitary condition."

GIRL, 14, SHOT DEAD; MOTHER MAY GO INSANE

Parent Taken to Bellevue After Rivals for Daughter Fight.

When Nellie Khatoolian was shot and killed yesterday morning by a man who the police say was an admirer, her mother became so unnerved that she had to be sent to Bellevue for observation. It is thought that she was made temporarily insane by the shooting in the Khatoolian home, 428 West 125th Street.

According to the version at the West 125th Street station, Michael Di Cuccio, a boarder returned home to the Khatoolian, of 305 East Twenty-eighth Street, calling on the fourteen-year-old girl.

The two quarrelled, the boarder declaring that he had waited three years and would wait more to marry the girl. Di Cuccio then fired twice, the first shot going wild, the second striking Nellie as she lay on a couch in another room. But the mother, who Di Cuccio was arrested, charged with homicide, and Devittian and Pasquale Janosyan were held as material witnesses. Di Cuccio contends, the police say, that Devittian was attacking the girl when he fired.

GIRL'S THIEF TALE LIE, MOTHER SAYS

"Better Not Have Babies at All," Walls Woman Accused by Daughter.

FORCED TO STEAL, CHILD TELLS POLICE

Parent Honest and Hard Working, Neighbors Declare—They Scout Amazing Story.

Trembling behind the locked doors of her furnished rooms, at 347 Seventh Avenue, Mrs. Sadie Maiorca yesterday awaited the police, who, she had been told, would come to arrest her at the instigation of her daughter Josephine, fourteen years old.

"It's not true," she kept saying, referring to the statement her daughter had made at the Children's Society that her mother forced her and her little brother and sister to steal.

"It is better when women do not have any babies at all to make them and when they grow old," said Mrs. Maiorca. Outside her door the halls were buzzing with inquisitive and sympathetic neighbors.

Friday afternoon the little girl approached Patrolman Byrne at 145th Street.

"Please lock me up," she begged. "If you don't my mother will make me steal. She makes us all take things—me and my sister—three years old, and the baby, Jimmie, who is only four."

The girl was taken to the Children's Society, where yesterday she added many touching details to her surprising story. She said that her mother had taken things from department stores. She herself had assisted when she was too young to know better, and now, she said, her mother was very cross. Four-year-old Jimmie even had been trained to stoop and pick up articles that his mother carelessly shoved off the counter, the girl asserted.

Says Mother Bit Her. "I wish they would take him away from her," Josephine had said. Then, pushing up her cotton sleeve, she had shown a scar on her little arm.

"My mother bit me there," she explained. "I was here in the Children's Society a year ago because of it."

There were tears in the eyes of those who listened to her, but it occurred to some that so good a little girl might be a victim of a bad mother. The girl and her mother were interviewed. Mrs. Maiorca, who refused for a long time to go to her door, was too frightened to do more than deny the story in her own English. But the neighbors were emphatic.

"It's because the child is mad at her mother," said Mrs. R. O. Bernstein, proprietress of a delicatessen store at 407 Seventh Avenue. "In the last three weeks I have watched Sadie—Mrs. Maiorca—turn gray before my eyes."

Mrs. Bernstein, Mrs. Annie Kache and Dominie Kleps, the barber next door, all affirmed that Mrs. Maiorca was an honest, hard working woman, who sewed at her trade of finishing suits sometimes till 3 o'clock in the morning to support the three children, her husband having gone back to Italy.

"It's the man that has turned Josie against her mother, so that she says these awful things," declared Mrs. Kache. "Sure, her mother did bite her, but that was because Josie took a dollar out of what Mrs. Maiorca was saving by dimes and five-cent pieces to pay the rent."

Girl Disappears Again. A little less than a month ago, they said, Josie had disappeared. For two nights her mother searched for her, not sleeping.

"On Monday she told us that she had found her," said Mrs. Bernstein. "She said that she was going to take them straight down to the City Hall, so that she could sign the papers for Josie to be married, since she was not old enough. When she came back she said that Josie had married a man who had said that the man had been arrested for white slavery, but we don't know."

Afterward Josephine disappeared again, and her mother was unable to find her. The neighbors said the mother had been forced by worry and the ill health it induced to give up most of her work.

"She was almost crazy," they said. "When we asked her why she did not comb her hair, she said: 'I don't want to comb my hair, and I don't want to wash myself. I don't want to eat—I just want to die.'"

During the three weeks that she had been missing from home Josephine had worked for a Mrs. Ingraham, in East 191st Street. After she left there she rented a room on Amsterdam Avenue, near 132d Street, with money earned by working in a laundry.

The Children's Society and the Harlem police have the matter under investigation.

FIND ROEBLING FIRE ALARM OUT OF ORDER

Whoever Set Blaze Blamed for Tampering with System.

Trenton, N. J., Nov. 13.—It was discovered today that the fire alarm signal boxes in the wire rope shop company, John A. Roebling Sons' Company, which was destroyed by fire Thursday morning under suspicious circumstances, had been tampered with previous to the discovery of the blaze, and that attempts had been made to send an alarm over the system.

The time lost in these attempts and in sending a man to the street box gave the flames a chance to spread beyond control.

That the fire alarm boxes were out of order was revealed by certain findings employed who had tried to send in a message to the fire department. It was known that the Roeblings had large war orders and it is believed that whoever tampered with the alarm system was responsible for the fire.

ONE TAP COSTS FIFTY

Must Give 50 Cents a Week Until Doctor's Bill Is Paid.

There was only a light tap that Robert Fitzsimmons, former champion pugilist, delivered on the cheek of James Hendricks, but Judge Mancuso, of Newark, yesterday ordered Hendricks to pay 50 cents a week until he has contributed \$20 for the doctor's bill.

Fitzsimmons testified that Hendricks had served him with a dispossess notice on his farm. In the altercation Hendricks struck him. But the former fighter "came back" with a taser to the area below Hendricks' stomach. "If I had ever landed on his jaw," said the fighter, "I would have put him to sleep forever."

ELECTION NEWS YEAR LATE

Court Rules Hicks Defeated Brown in First District by 11 Votes.

An election contest a year old was decided yesterday when Justice Walter Jaycox, in Brooklyn Supreme Court, handed down a decision that Frederick R. Hicks, Republican, was elected Representative in Congress in the First District in the 1914 election by 11 votes over his opponent, Representative Lathrop Brown.

Leander B. Faber, of Jamaica, lawyer for Hicks, announced that the successful candidate will apply at once for a certificate from the Suffolk County election board, which has been going through the formality of daily sessions for a year awaiting a decision in the contest. Friends of Representative Brown, the Democratic candidate to succeed himself, expect that he will carry the fight before Congress when it meets in December.

When the votes were first counted a year ago it appeared that Brown had been elected by a plurality of 4.

LORLYS ROGERS'S WIFE SUE

Slayer of Her Two Children Co-Defendant in Property Case.

Mrs. Ida Sniffen Rogers, indicted in The Bronx for slaying her two children, was a co-defendant in a suit before Justice Tompkins in the Nyack Supreme Court yesterday over property her husband, Lorlys Rogers, holds near Suffern.

Action was brought by Charlotte Verdin, who sold the property to Rogers, to force him to reconvey it. The suit was entered originally against Rogers and his former wife, Caroline Giddings Rogers, but William McCaulley, counsel for the plaintiff, amended the papers and brought in Rogers's new wife.

It was on the Suffern premises where Rogers had a summer home that he and Ida Walters first met.

FATHER AND SON ACCUSED OF FRAUD

Publishers of "The Songs of Harvard" Alleged Deceit in Sales Contract.

The latest edition of "Songs of Harvard" is responsible for the discord that has led the publishing firm of Hinds, Noble & Eldredge to the Supreme Court. Charges of fraud and deceit are made by the firm in an action against G. Clifford Noble, formerly treasurer and a director of the concern, and his son, Lloyd Adams Noble, both graduates of Harvard, it being alleged that the father favored his son in the publishing and selling of the Harvard song book.

It is alleged that on June 19, 1912, while the son was an undergraduate at Cambridge, the elder Noble, assuming to act for the firm, made an agreement with the son, under which the latter was permitted to copyright the book in his own name, to sell it on a 10 per cent commission, besides which he was to receive 10 per cent royalty on all sales.

According to the figures of the plaintiff firm, the Harvard song was published at an actual loss because of the agreement which Noble made with his son. It is alleged there was a large demand for the book, and the elder Noble had been willing to bid for the privilege of selling the work and would have paid one-third less than the list price of \$2. Noble's son sold the book at \$1.06, which was 47 per cent below the selling price, after the payment of commissions and royalties to the young Noble. It is further alleged a collection of Cornell songs was recently published and that the younger Noble demanded royalties for certain copyrighted songs in the book. For this \$100,000 was demanded, in addition to the other relief sought by the corporation.

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It is demanded by Hinds, Noble & Eldredge that the younger Noble return to the corporation all money improperly received under the agreement made with his father. The firm also asks that the copyright in the name of young Noble be vacated and the firm be declared the rightful owner of the book.

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